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23 **UNITED STATES DISTRICT COURT**
24 **CENTRAL DISTRICT OF CALIFORNIA**

25 IN RE AMAZON CONSUMER
26 SPEECH LITIGATION

27 This Document Relates to: All Actions

Master File No. 2:24-cv-00089 HDV (E)

**STIPULATED PROTECTIVE
ORDER**

Judge: Hon. Hernán D. Vera
Ctrm: 5B

A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Moreover, the information likely to be the subject of disclosures and discovery involves unique risks related to privacy, data security, and data management that will likely be greater than in most cases. Accordingly, the Parties,¹ by and through their respective counsel of record, hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section N.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal. Rather, Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the Court to file material under seal.

B. GOOD CAUSE STATEMENT

This Action is likely to involve sensitive personal information, data security information, other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), private personal information, and information not otherwise generally available to the public or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow

of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the Parties are entitled to keep confidential, to ensure that the Parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the Parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

C. DEFINITIONS

1. Action: this pending federal lawsuit and all consolidated or related actions.
2. Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.
3. “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement. Unless designated as “HIGHLY CONFIDENTIAL – AEO,” or otherwise agreed to by the Parties or ordered by the Court, personally identifiable information and financial information, which shall include payment card numbers, financial account numbers, social security numbers, addresses, phone numbers, e-mail addresses, driver’s license numbers or other state identification numbers, employer identification numbers, tax identification numbers, passport numbers, or a foreign government equivalent of any of these numbers or identifiers shall be treated as though designated “CONFIDENTIAL,” regardless of whether it is designated as such.² As with any other information designated as CONFIDENTIAL, Parties may challenge the treatment of such information as CONFIDENTIAL pursuant to the procedures set forth in Section H of this Order.
4. “HIGHLY CONFIDENTIAL - AEO” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things involving

1 extremely sensitive ‘Confidential Information or Items,’ disclosure of which to another
2 Party or Non-Party would create a substantial risk of serious harm that could not be
3 avoided by less restrictive means.

4 5. Counsel (without any qualifier): Outside Counsel of Record and House
5 Counsel (as well as their support staff).

6 6. Designating Party: a Party or Non-Party that designates information or items
7 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL - AEO.”

9 7. Disclosure or Discovery Material: all items or information, regardless of the
10 medium or manner in which it is generated, stored, or maintained (including, among other
11 things, testimony, transcripts, and tangible things), that are produced or generated in
12 disclosures, deposition testimony, or responses to discovery in this matter.

13 8. Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
15 expert witness or as a consultant in this Action.

16 9. House Counsel: attorneys who are employees of a party to this Action.
17 House Counsel does not include Outside Counsel of Record or any other outside counsel.

18 10. Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 11. Outside Counsel of Record: attorneys who are not employees of a party to
21 this Action but are retained to represent or advise a party to this Action and have appeared
22 in this Action on behalf of that party or are affiliated with a law firm which has appeared
23 on behalf of that party, and includes support staff.

24 12. Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staff).

27 13. Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 14. Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
4 their employees and subcontractors.

5 15. Protected Material: any Disclosure or Discovery Material that is designated
6 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - AEO.”

7 16. Receiving Party: a Party that receives, either directly, indirectly, or through
8 counsel, Disclosure or Discovery Material from a Producing Party.

9 **D. SCOPE**

10 The protections conferred by this Stipulation and Order cover not only Protected
11 Material (as defined above), but also (1) any information copied or extracted from
12 Protected Material; (2) all hard and electronic copies, excerpts, derivations, summaries,
13 or compilations of Protected Material; and (3) any testimony, conversations, or
14 presentations by Parties or their Counsel that might reveal Protected Material. Any use
15 of Protected Material at trial shall be governed by the orders of the trial judge, or as
16 otherwise agreed to by the Parties. This Order does not govern the use of Protected
17 Material at trial.

18 **E. DURATION**

19 Even after final disposition of this litigation, the confidentiality obligations
20 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
21 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
22 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
23 and (2) final judgment herein after the completion and exhaustion of all appeals,
24 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
25 any motions or applications for extension of time pursuant to applicable law.

26 **F. DESIGNATING PROTECTED MATERIAL**

27 1. Exercise of Restraint and Care in Designating Material for Protection. Each
28 Party or Non-Party that designates information or items for protection under this Order

1 must take care to limit any such designation to specific material that qualifies under the
2 appropriate standards. To the extent it is practical to do so, the Designating Party must
3 designate for protection only those parts of material, documents, items, or oral or written
4 communications that qualify—so that other portions of the material, documents, items,
5 or communications for which protection is not warranted are not swept unjustifiably
6 within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited, unless agreed upon
8 by the Parties. Designations that are shown to be clearly unjustified or that have been
9 made for an improper purpose (e.g., to unnecessarily encumber or hinder the case
10 development process or to impose unnecessary expenses and burdens on other parties)
11 may expose the Designating Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it
13 designated for protection do not qualify for protection, that Designating Party must
14 promptly notify all other Parties that it is withdrawing the designation.

15 2. Manner and Timing of Designations. Except as otherwise provided in this
16 Order (*see, e.g.*, second paragraph of Section G.2(a) below), or as otherwise stipulated or
17 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
18 must be clearly so designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 a. for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
22 that the Producing Party affix the legend "CONFIDENTIAL" (hereinafter
23 "CONFIDENTIAL legend") or "HIGHLY CONFIDENTIAL - AEO" (hereinafter
24 "HIGHLY CONFIDENTIAL legend"), to each page that contains protected material. If
25 only a portion or portions of the material on a page qualifies for protection, the Producing
26 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
27 markings in the margins).

1 A Party or Non-Party that makes original documents or other materials available
2 for inspection need not designate them for protection until after the inspecting Party has
3 indicated which material it would like copied and produced. During the inspection and
4 before the designation, all of the material made available for inspection shall be deemed
5 “HIGHLY CONFIDENTIAL - AEO.” After the inspecting Party has identified the
6 documents or materials it wants copied and produced, the Producing Party must
7 determine which documents, or portions thereof, qualify for protection under this Order.
8 Then, before producing the specified documents, the Producing Party must affix the
9 CONFIDENTIAL legend or HIGHLY CONFIDENTIAL legend to each page that
10 contains Protected Material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins).

13 b. for testimony given in deposition or in other pretrial proceedings, that
14 the Designating Party identify on the record, before the close of the deposition, hearing,
15 or other proceeding, all protected testimony. When it is impractical to identify separately
16 each portion of testimony that is entitled to protection and it appears that substantial
17 portions of the testimony may qualify for protection, the Designating Party may invoke
18 on the record (before the deposition, hearing, or other proceeding is concluded), or by
19 written notice to all parties within three business day after the deposition, a right to make
20 the designation within 28 days from receipt of the transcript for such proceeding or the
21 rough transcript for the deposition. Only those portions of the testimony that are
22 appropriately designated for protection within the 28 days shall be covered by the
23 provisions of this Order.

24 A Party shall give the other Parties notice if it reasonably expects a deposition,
25 hearing or other proceeding to include Protected Material so that all Parties can ensure
26 that only authorized individuals who have signed the “Acknowledgment and Agreement
27 to Be Bound” (Exhibit A) are present at those proceedings, excepting from such signature
28 requirement a Party’s insurer representative. The use of a document as an exhibit at a

1 deposition shall not in any way affect its designation as “CONFIDENTIAL” or
2 “HIGHLY CONFIDENTIAL - AEO.”

3 Transcripts containing Protected Material shall have an obvious legend on the title
4 page that the transcript contains Protected Material, and the title page shall be followed
5 by a list of all pages (including line numbers as appropriate) that have been designated as
6 Protected Material by the Designating Party. The Designating Party shall inform the court
7 reporter of these requirements. After the 28-day designation period has been properly
8 invoked, and until designations have been made or the 28-day period has expired,
9 whichever is sooner, transcripts shall be treated as if they have been designated
10 “HIGHLY CONFIDENTIAL - AEO” in their entirety unless otherwise agreed. After the
11 expiration of that period, the transcript shall be treated only as actually designated.

12 c. for information produced in some form other than documentary and
13 for any other tangible items, that the Producing Party affix in a prominent place on the
14 exterior of the container or containers in which the information or item is stored the
15 CONFIDENTIAL legend or HIGHLY CONFIDENTIAL legend. If only a portion or
16 portions of the information or item warrant protection, the Producing Party, to the extent
17 practicable, shall identify the protected portion(s).

18 d. for information produced by a Non-Party, including pursuant to non-
19 party subpoenas for documents, testimony, or other information, Parties’ counsel shall
20 have fourteen (14) days after receiving the production to mark any Confidential
21 Information produced by a Non-Party as “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL – AEO.” This requires the Parties to treat all documents, testimony
23 and information produced by Non-Parties as HIGHLY CONFIDENTIAL – AEO for
24 fourteen (14) days after production. After the expiration of that 14-day period, counsel
25 for the Parties are free to share the produced documents with their client(s) assuming they
26 have not been marked HIGHLY CONFIDENTIAL – AEO.

27 3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
28 to designate qualified information or items does not, standing alone, waive the

Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

G. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order. Challenges and designations may be based on the express provisions of this Order.

2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1, et seq.

3. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all Parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

H. ACCESS TO AND USE OF PROTECTED MATERIAL

1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section O below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order. Nothing in this Protective Order shall prevent or restrict a Producing Party's own disclosure or use of its own Protected Material for any purpose.

2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise

1 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party
2 may disclose any information or item designated “CONFIDENTIAL” only to the
3 following:

4 a. the Receiving Party and its Outside Counsel of Record in this Action,
5 as well as employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;

7 b. the officers, directors, employees (including House Counsel) and
8 insurers of the Receiving Party (and its parent companies, subsidiaries, and affiliates) to
9 whom disclosure is reasonably necessary for this Action;

10 c. Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 d. the Court and its personnel;

14 e. court reporters and their staff;

15 f. professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
17 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 g. the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or reasonably should have known the
20 information;

21 h. during their depositions, witnesses, and attorneys for witnesses, in the
22 Action to whom disclosure is reasonably necessary, provided: (1) the witness signs the
23 form attached as Exhibit A hereto or acknowledges they will abide by the Protective
24 Order during the deposition; and (2) they will not be permitted to keep any confidential
25 information unless they sign the “Acknowledgment and Agreement to Be Bound”
26 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.
27 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
28 Material may be separately bound by the court reporter and may not be disclosed to

1 anyone except as permitted under this Stipulated Protective Order;

2 i. any mediator or settlement officer, and their supporting personnel,
3 mutually agreed upon by any of the Parties engaged in settlement discussions;

4 j. any court exercising appellate jurisdiction over this dispute, and its
5 personnel; and

6 k. any other persons as the Parties may agree to in writing or as the Court
7 may, upon hearing, so direct.

8 3. Disclosure of “HIGHLY CONFIDENTIAL - AEO” Information or Items.
9 Except with the prior written consent of the other Party, or upon prior order of this Court
10 obtained after notice to opposing counsel, HIGHLY CONFIDENTIAL - AEO
11 Information or Items shall be treated in the same manner as CONFIDENTIAL
12 Information or Items pursuant to Paragraph I.2 above, except that they shall not be
13 disclosed to individual Parties or directors, officers, or employees of a Party, excluding
14 House Counsel of a Party, unless such individuals qualify to view such information under
15 Paragraph I.2(h), above.

16 **I. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
17 **IN OTHER LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation that
19 compels disclosure of any information or items designated in this Action as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—AEO” that Party must:

21 1. promptly notify in writing the Designating Party. Such notification shall
22 include a copy of the subpoena or court order;

23 2. promptly notify in writing the Party who caused the subpoena or order to
24 issue in the other litigation that some or all of the material covered by the subpoena or
25 order is subject to this Protective Order. Such notification shall include a copy of this
26 Stipulated Protective Order; and

27 3. cooperate with respect to all reasonable procedures sought to be pursued by
28 the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with the
2 subpoena or court order shall not produce any information designated in this action as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - AEO” before a determination by
4 the Court from which the subpoena or order issued, unless the Party has obtained the
5 Designating Party’s permission. The Designating Party shall bear the burden and expense
6 of seeking protection in that court of its confidential material and nothing in these
7 provisions should be construed as authorizing or encouraging a Receiving Party in this
8 Action to disobey a lawful directive from another court.

9 **J. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
10 **PRODUCED IN THIS LITIGATION**

11 1. The terms of this Order are applicable to information produced by a Non-
12 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
13 CONFIDENTIAL - AEO.” Such information produced by Non-Parties in connection
14 with this Action is protected by the remedies and relief provided by this Order. Nothing
15 in these provisions should be construed as prohibiting a Non-Party from seeking
16 additional protections.

17 2. In the event that a Party is required, by a valid discovery request, to produce
18 a Non-Party’s confidential information in its possession, and the Party is subject to an
19 agreement with the Non-Party not to produce the Non-Party’s confidential information,
20 then the Party shall:

21 a. promptly notify in writing the Requesting Party and the Non-Party
22 that some or all of the information requested is subject to a confidentiality agreement with
23 a Non-Party;

24 b. promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably
26 specific description of the information requested; and

27 c. make the information requested available for inspection by the Non-
28 Party, if requested.

3. If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

K. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

L. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

1. If a producing party claims that it produced documents, whether inadvertent or otherwise, subject to a legally recognized claim of privilege or work-product protection, or documents containing non-public third-party information, it shall provide written notice of the claim to the receiving party (a "Clawback Notice"), identifying the subject documents.

2. If the producing party became aware of the privilege or work product protection applicable to the documents at issue in the Clawback Notice fewer than 21 days prior to receipt of the Clawback Notice by the receiving party ("Covered Documents"), the producing party is not obligated to provide an explanation or evidence

1 regarding the reasonableness of efforts taken to prevent the production of Covered
2 Documents, but must indicate in the Clawback Notice the date the producing party
3 became aware of the privilege or work product protection applicable to the documents
4 and the catalyzing event (e.g., presentation at deposition, filing in support of a motion,
5 etc.).

6 3. The production of any Covered Documents shall not result in the waiver of
7 any privilege or other protection (including, without limitation, the attorney-client
8 privilege, the work-product doctrine, the joint defense privilege, or other applicable
9 privilege) associated with such documents as to the receiving party or any third parties,
10 and shall not result in any waiver, including subject matter waiver, of any kind, in this or
11 in any other state or federal proceeding. The parties' agreement shall be interpreted to
12 provide the maximum protection allowed by Federal Rule of Evidence 502(d) with regard
13 to Covered Documents. Federal Rule of Evidence 502(b) does not apply to the
14 production or clawback of any Covered Documents.

15 4. With respect to documents specified in a Clawback Notice that are not
16 Covered Documents ("Non-Covered Documents"), Federal Rule of Evidence 502(b)
17 shall apply.

18 5. With respect to Non-Covered Documents, a Clawback Notice must describe
19 the steps taken to prevent disclosure and the steps taken to rectify the error (which may
20 include following Federal Rule of Civil Procedure 26(b)(5)(B)), to enable the receiving
21 party to make a reasoned decision as to whether it wishes to challenge the reasonableness
22 and/or timeliness of such steps.

23 6. Upon receipt of a Clawback Notice (regardless of whether the receiving
24 party agrees with the producing party's claim of privilege) or upon determining that
25 information it received is privileged or work-product protected, the receiving party must
26 promptly return, sequester, and/or destroy the document(s), all copies thereof, and any
27 notes that reproduce, copy, or otherwise disclose the substance of the information for
28 which privilege is claimed; must not use or disclose the information until the claim is

1 resolved; must take reasonable steps to retrieve the information if the party disclosed it
2 before being notified; and must notify the producing party when this is complete.

3 7. If a receiving party challenges a claim that a document specified in a
4 Clawback Notice is privileged or work-product-protected, the receiving party shall notify
5 the producing party of its positions within 14 days of receiving the Clawback Notice
6 asserting the claim. Within 14 days of the producing party receiving notification of the
7 dispute, the parties shall meet and confer in an effort to resolve their disagreement. If the
8 parties are unable to resolve their disagreement, either party may submit the issue to the
9 Court for a determination, and may submit the document(s) at issue for in camera review.

10 8. If a receiving party challenges a Clawback Notice pertaining to a Non-
11 Covered Document on the ground that the production of the document was not
12 inadvertent by the producing party, that the producing party did not take reasonable steps
13 to prevent the production of the document, or that the producing party did not take
14 reasonable or timely steps to rectify the production of the document, the receiving party
15 shall notify the producing party of its positions within 14 days of receiving the Clawback
16 Notice. Within 14 days of the producing party receiving notification of the dispute, the
17 parties shall meet and confer in an effort to resolve their disagreement. If the parties are
18 unable to resolve their disagreement, either party may submit the issue to the Court for a
19 determination, and may submit the document(s) at issue for in camera review.

20 **M. MISCELLANEOUS**

21 1. Right to Further Relief. Nothing in this Order abridges the right of any
22 person to seek its modification by the Court in the future.

23 2. Right to Assert Other Objections. By stipulating to the entry of this
24 Protective Order no Party waives any right it otherwise would have to object to disclosing
25 or producing any information or item on any ground not addressed in this Stipulated
26 Protective Order. Similarly, no Party waives any right to object on any ground to use in
27 evidence of any of the material covered by this Protective Order.
28

1 3. Filing Protected Material. A Party that seeks to file under seal any Protected
2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
3 under seal pursuant to a court order authorizing the sealing of the specific Protected
4 Material at issue. If a Party's request to file Protected Material under seal is denied by the
5 Court, then the Receiving Party may file the information in the public record unless
6 otherwise instructed by the Court.

7 4. Effectiveness when Executed. Once executed by the Parties, the Stipulation
8 shall be treated by the Parties as an Order of the Court until it is formally approved by
9 the Court.

10 5. Violation of this Order. Any violation of this Order may be punished by any
11 and all appropriate measures including, without limitation, contempt proceedings and/or
12 monetary sanctions.

13 **N. FINAL DISPOSITION**

14 Within 60 days after the final disposition of this Action, as defined above in Section
15 C.1, each Receiving Party must return all Protected Material to the Producing Party or
16 destroy such material. As used in this subdivision, "all Protected Material" includes all
17 hard and electronic copies, abstracts, derivations, compilations, summaries, and any other
18 format reproducing or capturing any of the Protected Material. Whether the Protected
19 Material is returned or destroyed, the Receiving Party must submit a written certification
20 to the Producing Party (and, if not the same person or entity, to the Designating Party) by
21 the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected
22 Material that was returned or destroyed and (2) affirms that the Receiving Party has not
23 retained any hard and electronic copies, abstracts, derivations, compilations, summaries
24 or any other format reproducing or capturing any of the Protected Material.
25 Notwithstanding this provision, Counsel and Receiving Party's insurers are entitled to
26 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
27 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
28 reports, attorney work product, and consultant and expert work product, even if such

materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section E (DURATION). A Party's insurer is not required to comply with the terms of this section to the extent such compliance would violate any statutory, regulatory or other legal requirement or obligation to the contrary.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: July 3, 2025

/s/ Tina Wolfson

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DATED: July 3, 2025

/s/ Christopher R. Rodriguez

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DATED: July 3, 2025

/s/ Thomas A. Leary

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DATED: July 3, 2025

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ATTESTATION UNDER LOCAL RULE 5-4.3.4

I, Tina Wolfson, attest that the above-listed signatories on whose behalf this document is being filed have concurred in the filing's content and have authorized the filing.

Dated: July 3, 2025

/s/ Tina Wolfson

Tina Wolfson

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2
3
4 DATED: July 8, 2025



Hon. Charles F. Eick
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety
and understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on _____ in the case of In re
Amazon Consumer Speech Litigation, Master File No. 2:24-cv-00089 HDV (E). I agree
to comply with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____